

LEASE AGREEMENT

THIS AGREEMENT, made this 13th day of January, 20043, between the **COUNTY OF FAUQUIER**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as Lessor, and the **RAPPAHANNOCK-RAPIDAN COMMUNITY SERVICES BOARD**, a body politic, existing under the laws of the Commonwealth of Virginia, hereinafter referred to as Lessee.

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. DESCRIPTION OF PREMISES.

Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor the following described property hereinafter referred to as the premises:

All that portion of Building A, as shown on the Plat of Boundary Line Adjustment of Robert L. Baker, L.S., dated November 10, 2000, a copy of which plat is attached hereto as **Attachment 1**, and that certain plat showing and designating uses within the interior of Building A, which plat is attached hereto as **Attachment 2**. *

Together with and subject to the non-exclusive right of (a) ingress and egress over the lands of the Lessor as shown on the aforesaid plat of Boundary Line Adjustment; (b) use of that certain parking lot located on the lands of the Lessor as shown on the aforesaid plat; (c) use of all common areas; and (d) the terms and conditions of that certain Cooperative Parking Agreement between the Board of Supervisors and School Board executed contemporaneously with this lease.

2. TERM.

The term of this lease shall extend for a period of 3 years from the date of execution of this agreement. This agreement shall be automatically renewed for up to 4 additional 3 year terms, provided, however, either party may terminate this agreement by

* *Building designations contained in the lease and on the attached plat are for purposes of this lease only and reflect actual building designations on site.*

giving the other party written notice of non-renewal six months prior to the expiration of the initial term or any renewal thereof. Any renewal term shall be subject to all the terms and conditions contained in this lease agreement.

Any reference to term in this agreement shall refer to the initial term and to any renewal of this agreement as provided above.

3. RENT.

Lessee shall pay as annual rent for the premises the sum of \$1.00. Rent shall be due on January 1 of each year.

4. BUILDING.

(a) **Condition of Building A.** Lessee covenants and agrees that it has inspected the portions of Building A leased to it under this Agreement and agrees that it is leasing those portions of the building in an "as is" condition.

(b) **No Warranties.** Lessor makes no warranties of any kind or nature regarding the physical condition of the building or as to its fitness for use for a particular purpose. Lessee acknowledges and agrees that it is leasing those portions of the building in an "as is" condition or fitness for a particular purpose.

(c) **Liability.** Lessee expressly assumes full responsibility for all damages and injury to persons or property that may result by reason of its use of the Building under this lease agreement, and shall indemnify Lessor against any and all claims arising from such actions.

~~(d) **Permits and Approvals.** Lessee is responsible for obtaining all necessary permits and approvals, including but not limited to zoning permit, building permit, site plan approvals, well and septic approvals, certificate of occupancy and any other permit or approval required for use and occupancy of its portion of the building.~~

(e) **Signage.**

(i) Lessee shall have the right to attach one exterior sign to the building designating its use of a portion of the building for the Shadow Lawn Senior Center, provided that the size, design and method of attachment of the sign shall be subject to the approval of the Lessor's General Services Department which approval shall not be reasonably withheld. Lessee shall obtain all approvals from the Town of Warrenton necessary to permit the erection of the sign.

(ii) Lessor may erect one freestanding sign identifying each building and its use at the Warrenton Community Center and Education Complex. The nature, size, design and location shall be at the sole discretion of the Lessor. The cost of the sign shall be shared equally by all lessees and users of the Warrenton Community Center and Education Complex.

(iii) Lessor shall designate and erect signage for appropriate handicapped bus parking areas.

(f) **Improvements to Building A.** Lessee shall not make any interior or exterior improvement to the Building without the prior consent of the Lessor.

**5. MAINTENANCE OF BUILDING, JANITORIAL SERVICES,
DISPOSAL OF TRASH AND PEST CONTROL**

Lessee shall, throughout the term of this lease agreement, ~~at its own cost, and without any expense to Lessor, provide~~ pay its equal share for the cost of janitorial services ~~who~~ that shall keep and maintain its portion of the building in good, sanitary, neat order and condition. Lessor shall provide maintenance and repair services for the interior and exterior of Building A and all common open space, including parking lots, so as to keep and maintain said building in a safe condition and repair. Provided, however, if the building is damaged, destroyed or deteriorates to a point where the Lessor, in its sole discretion, determines it is not cost effective to repair or replace the building, the Lessor shall have the right to terminate this agreement and all parties shall be released from liability hereunder.

Lessor shall designate a trash disposal area and Lessee shall dispose of all trash at the designated area in a manner in accordance with rules and procedures issued by the Lessor's Department of General Services. In the event the Town of Warrenton shall fail to provide free trash disposal services, Lessee shall pay an equal share of the cost of trash disposal in a method which shall be determined by the County in its sole discretion.

Lessee shall pay an equal share of the cost of pest control in a method which shall be determined by the County in its sole discretion.

6. USE OF THE LEASED PREMISES.

Lessee agrees that the leased premises shall be used by Lessee exclusively for benevolent, charitable and educational purposes to operate its Shadow Lawn Senior Center [Adult Day Care and Retired Senior Volunteer Program](#). Such use shall conform with applicable Town, County, State and Federal ordinances, regulations and laws. No other use of the building shall be allowed unless prior written consent is obtained from the Fauquier County Board of Supervisors which may be granted or not granted at the absolute discretion of the Board. No hazardous waste or materials shall be kept in the building except with the written consent of the Lessor.

7. SCHEDULING OF ACTIVITIES.

Lessee shall schedule, through Lessor's Department of Parks and Recreation, all after-school and weekend activities which involve the use of the parking areas for which use is authorized under this Lease or the Cooperative Parking Agreement or the common areas, including but not limited to, the paved basketball court and playground facilities. Parks and Recreation shall schedule activities based upon a four month, first-come-first-served process. For purposes of this Agreement, the phrase "after school" shall mean after 3:30 PM.

8. SUBLEASE AND ASSIGNMENT.

Lessee may not sublease its portion of the building in whole or in part without the express written consent of the Lessor. Lessee shall not assign or transfer this lease agreement, or any interest in this lease agreement, without the prior, express, and written consent of the Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of the Lessor, terminate this lease agreement.

Neither this lease agreement nor the leasehold estate of Lessee, nor any interest of Lessee under this lease agreement in the demised building shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the Lessor, terminate this lease agreement.

9. LESSOR'S RIGHT OF ENTRY.

Lessor or Lessor's agent may enter the building to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the building.

10. COMPLIANCE WITH LAWS.

At all times during the terms of this lease agreement, Lessee shall obey and comply with all lawful requirements, orders, regulations, laws, rules, and ordinances of all legally constituted public authorities in any way affecting the demised premises, the facilities and improvements thereon, or the use of the same.

11. TERMINATION.

(a) **Due to breach.** In the event of the Lessee's breach of this agreement, the Lessor, in addition to any other action or remedy permitted by law, has the right to enter and retain possession of the premises by any lawful means. If the Lessee does not remedy the breach within thirty days of receipt of written notice from Lessor, the Lessor may terminate this lease agreement.

(b) **No Cause.** The Lessor may, upon its sole discretion and without cause, terminate this lease agreement upon 180 days written notice to Lessee.

12. UTILITIES AND TELEPHONE SERVICES.

Lessee shall pay to the Lessor its proportionate share of the following utilities: electricity, gas, water and sewer. Lessee's proportionate share of the utility costs to the Warrenton Community Center and Education Complex shall be determined in accordance with **Attachment 3**, which is attached to and made a part of this agreement. Lessor shall maintain and repair the existing telephone system servicing the

building. Lessee shall pay for all long distance telephone charges arising out of its use of the building, along with its proportionate share of any monthly charges, taxes and fees associated with the telephone service to the Complex. Lessee shall not install a pay telephone except with the written consent of the Lessor. Lessee shall pay for all cable, internet, or direct TV charges associated with its use of its portion of the building.

13. TAXES.

~~Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposition, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge on or against the demised premises, or any part of the demised premises, the leasehold of Lessee in and under this lease agreement, the premises described in this lease agreement, any building or buildings, or any other improvements now or hereafter on the demised premises, or on the Lessee's estate created by this lease agreement that may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this lease agreement, during the entire term of this lease agreement.~~

14. INSURANCE.

During the term of this agreement, Lessee shall obtain, pay all premiums for, and furnish certificates to, Lessor for insurance as specified by the Fauquier County Office of Risk Management.

All such insurance contracts shall name Lessor and Lessee as their interests appear and shall inure to the benefit of Lessee and Lessor and their officers, agents, elected officials, representatives or employees. Such insurance contracts shall be with companies acceptable to Lessor and they shall require 60 days written notice to both parties hereto of any cancellation or modification.

15. DAMAGE TO PROPERTY ON PREMISES.

Lessee agrees that all property of every kind and description kept, stored or placed in the building shall be at the Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity, or the elements, whether or not originating in the building caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, heating, or any other facility, equipment, or fixtures or any other cause or act and whether or not resulting from the negligence of Lessor or other tenants of Lessor and anyone for whom Lessor may be responsible.

16. INDEMNIFICATION AND HOLD HARMLESS.

Lessee covenants at all times to indemnify and hold Lessor harmless for all loss, liability,

cost, or damages that may occur or be claimed with respect to any person or property on, in or about the leased premises or to the leased premises themselves resulting from any act done or omission by or through Lessee, its agents, employees, invitees, or any person on the premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use, or possession of such property and any and all loss, cost, liability, or expense resulting therefrom, and further covenants at all times to maintain such premises in a safe and careful manner.

17. WAIVER.

The rights and remedies of Lessor under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. Failure of Lessor to enforce any provision of this agreement shall not be deemed a waiver of such right. A waiver of Lessor of any breach or default of Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach of default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Lessor of any installment of rent, subsequent to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this lease shall reinstate, continue, or extend the term above demised.

18. ENCUMBRANCES.

Nothing contained this lease agreement shall be construed to authorize Lessee to do any act or make any contract so as to encumber in any manner the title of Lessor in and to the demised premises or to create any claim or lien the leased premises.

Any assignment, transfer, or conveyance by Lessee of any property rights arising out of this lease shall not encumber, alienate, diminish, cloud, or impair in any way the title ownership and interests of Lessor in and to such property. Lessee shall promptly pay when due all obligations or indebtedness incurred under or by virtue of this lease, including but not limited to taxes, labor, services, materials, supplies, furnishings, machinery or equipment which may be secured by any mechanic's or materialmen's lien or any other lien against the premises leased. This lease is subject to provisions of Fauquier County Ordinances and Virginia Code prohibiting alienation of title.

If, as a result of any construction, rebuilding, remodeling, or demolition by Lessee, or at its direction, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Lessor or any portion of the demised premises, Lessee shall, at its own cost and expense, cause it to be discharged of record or bonded within 30 days after written notice from Lessor to Lessee of the filing.

Lessee shall indemnify Lessor against and from any and all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting from any such lien.

19. NOTICES.

All notice hereunder shall be sufficient if sent by registered or certified mail addressed as follows:

To Lessor: **Fauquier County**
County Administrator
40 Culpeper street, 4th floor
Warrenton, VA 20186

To Lessee: **Rappahannock-Rapidan Community**
Services Board
c/o Brian Duncan, Executive Director
P. O. Box 1568
Culpeper, VA 22701

20. ENTIRE AGREEMENT.

This agreement contains the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this agreement.

21. MODIFICATION.

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

22. PARTIES BOUND.

The covenants and conditions contained in this lease agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the lease agreement.

23. CHOICE OF LAW AND FORUM.

This lease agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia. All disputes arising under this agreement shall be brought before a proper court in the Commonwealth of Virginia.

24. HEADINGS.

The headings of the sections of this lease agreement are for convenience only and are not a part of this lease agreement and do not in any way alter, amend, limit or amplify the terms and provisions of this lease agreement.

25. SEVERABILITY.

Any provision of this lease agreement which is prohibited by, or unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this lease.

For Lessor:

Fauquier County, a political
subdivision of the Commonwealth
of Virginia

Name and Title

Date

For Lessee:

**Rappahannock-Rapidan Community
Services Board**, a body politic

Name and Title

Date

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